

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF ALABAMA

201 St. Louis St.  
Mobile, AL 36602

Geraldine S. Lester  
Clerk

334-441-5391

July 15, 1999

NOTICE

Re: Reaffirmation Agreement Form B 240

The Administrative Office of the United States Courts has provided us with a revised procedural Form B 240 which can be used when a bankruptcy debtor has agreed to reaffirm a debt under Sec. 524(c) of the Bankruptcy Code.

Although this form may be revised in the near future, it currently incorporates requirements added to the Bankruptcy Code by the Bankruptcy Reform Act of 1994 and also adopts many suggestions made in the final report of the National Bankruptcy Review Commission.

Since this is a procedural form, rather than an official bankruptcy form, the Administrative Office has stated that its use, while not mandatory, is strongly recommended.

REAFFIRMATION AGREEMENT

UNITED STATES BANKRUPTCY COURT

\_\_\_\_\_  
DISTRICT OF \_\_\_\_\_

Debtor's Name	Bankruptcy Case No.
	Chapter
Creditor's Name and Address	

Instructions:

- 1) Attach a copy of all court judgments, security agreements, and evidence of their perfection.
- 2) File all the documents by mailing them or delivering them to the Clerk of the Bankruptcy Court.

**NOTICE TO DEBTOR:**

**This agreement gives up the protection of your bankruptcy discharge for this debt.**

**As a result of this agreement, the creditor may be able to take your property or wages if you do not pay the agreed amounts. The creditor may also act to collect the debt in other ways.**

**You may rescind (cancel) this agreement at any time before the bankruptcy court enters a discharge order or within 60 days after this agreement is filed with the court, whichever is later, by notifying the creditor that the agreement is canceled.**

**You are not required to enter into this agreement by any law. It is not required by the Bankruptcy Code, by any other law, or by any contract (except another reaffirmation agreement made in accordance with Bankruptcy Code § 524(c)).**

**You are allowed to pay this debt without signing this agreement. However, if you do not sign this agreement and are later unwilling or unable to pay the full amount, the creditor will not be able to collect it from you. The creditor also will not be allowed to take your property to pay the debt unless the creditor has a lien on that property.**

**If the creditor has a lien on your personal property, you may have a right to redeem the property and eliminate the lien by making a single payment to the creditor equal to the current value of the property, as agreed by the parties or determined by the court.**

**This agreement is not valid or binding unless it is filed with clerk of the bankruptcy court. If you were not represented by an attorney during the negotiation of this reaffirmation agreement, the agreement cannot be enforced by the creditor unless 1) you have attended a reaffirmation hearing in the bankruptcy court, and 2) the agreement has been approved by the bankruptcy court. (Court approval is not required if this is a consumer debt secured by a mortgage or other lien on your real estate.)**

### REAFFIRMATION AGREEMENT

The debtor and creditor named above agree to reaffirm the debt described in this agreement as follows.

#### THE DEBT

Total Amount of Debt When Case was Filed \$ \_\_\_\_\_

Total Amount of Debt Reaffirmed \$ \_\_\_\_\_

Above total includes the following:

Interest Accrued to Date of Agreement \$ \_\_\_\_\_

Attorney Fees \$ \_\_\_\_\_

Late Fees \$ \_\_\_\_\_

Other Expenses or Costs Relating to the  
Collection of this Debt (Describe) \$ \_\_\_\_\_

Annual Percentage Rate (APR) \_\_\_\_\_ %

Amount of Monthly Payment \$ \_\_\_\_\_

Date Payments Start \_\_\_\_\_

Total Number of Payments to be made \_\_\_\_\_

Total of Payments if paid according to schedule \_\_\_\_\_

Date Any Lien Is to Be Released if paid  
according to schedule \_\_\_\_\_

The debtor agrees that any and all remedies available to the creditor under the security agreement remain available.

All additional Terms Agreed to by the Parties (if any):

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Payments on this debt [were][were not] in default on the date on which this bankruptcy case was filed.

This agreement differs from the original agreement with the creditor as follows:

\_\_\_\_\_  
\_\_\_\_\_

CREDITOR'S STATEMENT CONCERNING AGREEMENT AND SECURITY/COLLATERAL  
(IF ANY)

Description of Collateral. If applicable, list manufacturer, year and model.

\_\_\_\_\_

Value \$ \_\_\_\_\_

Basis or Source for Valuation \_\_\_\_\_

Current Location and Use of Collateral \_\_\_\_\_

Expected Future Use of Collateral \_\_\_\_\_

Check Applicable Boxes:

- ☐ Any lien described herein is valid and perfected.
- ☐ This agreement is part of a settlement of a dispute regarding the dischargeability of this debt under section 523 of the Bankruptcy Code (11 U.S.C. § 523) or any other dispute. The nature of dispute is \_\_\_\_\_.

DEBTOR'S STATEMENT OF  
EFFECT OF AGREEMENT ON DEBTOR'S FINANCES

My Monthly Income (take home pay plus any other income received) is \$ \_\_\_\_\_.

My current monthly expenses total \$ \_\_\_\_\_, not including any payment due under this agreement or any debt to be discharged in this bankruptcy case.

I believe this agreement [will][will not] impose an undue hardship on me or my dependents.



DEBTOR'S STATEMENT CONCERNING DECISION TO REAFFIRM

I agreed to reaffirm this debt because \_\_\_\_\_

I believe this agreement is in my best interest because \_\_\_\_\_

I [considered][did not consider] redeeming the collateral under section 722 of the Bankruptcy Code (11 U.S.C. § 722). I chose not to redeem because \_\_\_\_\_

I [was][was not] represented by an attorney during negotiations on this agreement.

CERTIFICATION OF ATTACHMENTS

Any documents which created and perfected the security interest or lien [are][are not] attached.  
[If documents are not attached: The documents which created and perfected the security interest or lien are not attached because \_\_\_\_\_]

SIGNATURES

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
(Name of Creditor)

Date \_\_\_\_\_

\_\_\_\_\_  
(Signature of Creditor Representative)

Date \_\_\_\_\_

\_\_\_\_\_  
(Signature of Joint Debtor)

Date \_\_\_\_\_

CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)

I hereby certify that 1) this agreement represents a fully informed and voluntary agreement by the debtor(s); 2) this agreement does not impose a hardship on the debtor or any dependent of the debtor; and 3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

\_\_\_\_\_  
(Signature of Debtor's Attorney, if any)

\_\_\_\_\_  
Date